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RCFE Specialty Tool: *Resident Records/Incident Reports Domain*

The RCFE Specialty Tool for the ***Resident Records Domain*** provides all state licensing requirements in statute & regulations that are related to contents of resident records maintained by the facility.

This Specialty Tool also contains a section for reviewing the requirements related to the facility Admissions Agreement.

This Specialty Tool is intended to be used during a Comprehensive Visit in situations where non-compliance with resident record requirements have been identified. This Tool can be used by licensees to gauge compliance with requirements.

Requirement	Citation
Resident Records	
H&S §1569.315 Each residential care facility for the elderly required to be licensed pursuant to this chapter shall keep a current record of clients in the facility, including the client's name and ambulatory status, and the name, address, and telephone number of the client's physician and of any person or agency responsible for the care of the client. The facility shall protect the privacy and confidentiality of this information.	H&S §1569.315
T-22, §87506 (a) The licensee shall ensure that a separate, complete, and current record is maintained for each resident in the facility or in a central administrative location readily available to facility staff and to licensing agency staff. (b) Each record shall contain at least the following information: (1) Resident's name and Social Security number. (2) Dates of admission and discharge. (3) Last known address. (4) Birthdate. (5) Religious preference, if any, and name and address of clergyman or religious advisor, if any. (6) Names, addresses, and telephone numbers of responsible persons, as defined in Section 87101(r), to be notified in case of accident, death or other emergency. (7) Name, address and telephone number of physician and dentist to be called in an emergency. (8) Reports of the medical assessment specified in Section 87458 Medical Assessment, and of any special problems or precautions. (9) The documentation required by Section 87611(a) for residents with an allowable health condition. (10) Ambulatory status. (11) Continuing record of any illness, injury, or medical or dental care, when it impacts the resident's ability to function or the services he needs. (12) Current centrally stored medications as specified in Section 87465, Incidental Medical and Dental Care Services. (13) The admission agreement and pre-admission appraisal, specified in Sections 87507, Admission Agreements and 87457, Pre-admission Appraisal.	T-22, §87506(a) – (e)

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<p>(14) Records of resident's cash resources as specified in Section 87217, Safeguards for Resident Cash, Personal Property, and Valuables.</p> <p>(15) Documents and information required by the following:</p> <ul style="list-style-type: none"> (A) Section 87457, Pre-Admission Appraisal; (B) Section 87459, Functional Capabilities; (C) Section 87461, Mental Condition; (D) Section 87462, Social Factors; (E) Section 87463, Reappraisals; and (F) Section 87505, Documentation and Support. <p>(c) All information and records obtained from or regarding residents shall be confidential.</p> <p>(1) The licensee shall be responsible for storing active and inactive records and for safeguarding the confidentiality of their contents. The licensee and all employees shall reveal or make available confidential information only upon the resident's written consent or that of his designated representative.</p> <p>(d) All resident records shall be available to the licensing agency to inspect, audit, and copy upon demand during normal business hours. Records may be removed if necessary for copying. Removal of records shall be subject to the following requirements:</p> <p>(1) Licensing representatives shall not remove the following current records for current residents unless the same information is otherwise readily available in another document or format:</p> <ul style="list-style-type: none"> (A) Religious preference, if any, and name and address of clergyman or religious advisor, if any, as specified in Section 87506(b)(5). (B) Name, address, and telephone number of responsible person(s) as specified in Section 87506(b)(6). (C) Name, address, and telephone number of the resident's physician and dentist as specified in Section 87506(b)(7). (D) Information relating to the resident's medical assessment and any special problems or precautions as specified in Section 87506(b)(8). (E) Documentation required for residents with an allowable health condition as specified in Section 87506(b)(9). (F) Information on ambulatory status as specified in Section 87506(b)(10). (G) Continuing record of any illness, injury, or medical or dental care when it affects the resident's ability to function, or services needed, as specified in Section 87506(b)(11). (H) Records of current medications as specified in Section 87506(b)(12). (I) Any other records containing current emergency or health-related information for current residents. <p>(2) Prior to removing any records, a licensing representative shall prepare a list of the records to be removed, sign and date the list upon removal of the records, and leave a copy of the list with the administrator or designee.</p> <p>(3) Licensing representatives shall return the records undamaged and in good order within three business days following the date the records were removed.</p> <p>(e) Original records or photographic reproductions shall be retained for a minimum of three (3) years following termination of service to the resident.</p>	
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H&S §1569.267 (a) At admission, a facility staff person shall personally advise a resident and the resident’s representative of, and give a complete written copy of, the rights in this article and the personal rights in Section 87468 of Title 22 of the California Code of Regulations. The licensee shall have each resident and the resident’s representative sign and date a copy of the resident’s rights, and the licensee shall include the signed and dated copy in the resident’s record.	H&S §1569.267(a)
T-22, §87224 (a) The licensee may, upon thirty (30) days written notice to the resident, evict the resident for one or more of the following reasons: (1) Nonpayment of the rate for basic services within ten days of the due date. (2) Failure of the resident to comply with state or local law after receiving written notice of the alleged violation. (3) Failure of the resident to comply with general policies of the facility. Said general policies must be in writing, must be for the purpose of making it possible for residents to live together and must, be made part of the admission agreement. (4) If, after admission, it is determined that the resident has a need not previously identified and a reappraisal has been conducted pursuant to Section 87463, and the licensee and the person who performs the reappraisal believe that the facility is not appropriate for the resident. (5) Change of use of the facility.	T-22, §87224(a)
Admission Agreements	
H&S §1569.154 No provision of a contract of admission, which includes all documents which a resident or his or her representative is required to sign at the time of, or as a condition of, admission to a residential care facility for the elderly, shall require or imply a lesser standard of responsibility for the personal property of residents than is required by law.	H&S §1569.154
H&S §1569.880 (a) For purposes of this section, an “admission agreement” includes all documents that a resident or his or her representative must sign at the time of, or as a condition of, admission to a residential care facility for the elderly licensed under this chapter. (b) The admission agreement shall not include any written attachment containing any provision that is prohibited from being included in the admission agreement.	H&S §1569.880(a) & (b)
H&S §1569.881 (a) Every residential care facility for the elderly shall make blank complete copies of its admission agreement available to the public immediately, subject to time required for copying or mailing, at cost, upon request. (b) Every residential care facility for the elderly shall conspicuously post in a location accessible to the public view within the facility either a complete copy of the admission agreement, or a notice of its availability from the facility.	H&S §1569.881(a) & (b)
H&S §1569.882 (a) The admission agreement shall be printed in black type of not less than 12-point type size, on plain white paper. The print shall appear on one side of the paper only. (b) The admission agreement shall be written in clear, coherent, and unambiguous language, using words with common and everyday meanings. It shall be appropriately divided, and each section shall be appropriately captioned.	H&S §1569.882(a) & (b)
H&S §1569.883 (a) The admission agreement shall not include unlawful waivers of facility liability for the health and safety or personal property of residents.	H&S §1569.883(a) & (b)

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(b) The admission agreement shall not include any provision that the facility knows or should know is deceptive, or unlawful under state or federal law.	
<p>H&S §1569.884 The admission agreement shall include all of the following:</p> <p>(a) A comprehensive description of any items and services provided under a single fee, such as a monthly fee for room, board, and other items and services.</p> <p>(b) A comprehensive description of, and the fee schedule for, all items and services not included in a single fee. In addition, the agreement shall indicate that the resident shall receive a monthly statement itemizing all separate charges incurred by the resident.</p> <p>(c) A facility may assess a separate charge for an item or service only if that separate charge is authorized by the admission agreement. If additional services are available through the facility to be purchased by the resident that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's representative. A statement acknowledging the acceptance or refusal to purchase the additional services shall be signed and dated by the resident or the resident's representative and attached to the admission agreement.</p> <p>(d) An explanation of the use of third-party services within the facility that are related to the resident's service plan, including, but not limited to, ancillary, health, and medical services, how they may be arranged, accessed, and monitored, any restrictions on third-party services, and who is financially responsible for the third-party services.</p> <p>(e) A comprehensive description of billing and payment policies and procedures.</p> <p>(f) The conditions under which rates may be increased pursuant to Section 1569.655.</p> <p>(g) The facility's policy concerning family visits and other communication with residents, pursuant to Section 1569.313.</p> <p>(h) The facility's policy concerning refunds, including the conditions under which a refund for advanced monthly fees will be returned in the event of a resident's death, pursuant to Section 1569.652.</p> <p>(i) Conditions under which the agreement may be terminated.</p> <p>(j) An explanation of the facility's responsibility to prepare a relocation evaluation, for each resident and a closure plan and to provide notice in the case of an eviction pursuant to Section 1569.682.</p>	<p>H&S §1569.884(a) – (j)</p>
<p>H&S §1569.885 (a) When referring to a resident's obligation to observe facility rules, the admission agreement shall indicate that the rules must be reasonable, and that there is a facility procedure for suggesting changes in the rules. A facility rule shall not violate any right set forth in this article or in other applicable laws and regulations.</p> <p>(b) The admission agreement shall specify that a copy of the facility grievance procedure for resolution of resident complaints about facility practices shall be made available to the resident or his or her representative.</p>	<p>H&S §1569.885(a) – (e)</p>

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<p>(c) The admission agreement shall inform a resident of the right to contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.</p> <p>(d) A copy of any applicable resident's rights specified by law or regulation shall be an attachment to all admission agreements.</p> <p>(e) The statement of resident's rights attached to admissions agreements by a residential care facility for the elderly shall include information on the reporting of suspected or known elder and dependent adult abuse, as set forth in Section 1569.889.</p>	
<p>H&S §1569.886 (a) The admission agreement shall not include any ground for involuntary transfer or eviction of the resident unless those grounds are specifically enumerated under state law or regulation.</p> <p>(b) The admission agreement shall list the justifications for eviction permissible under state law or regulation, exactly as they are worded in the applicable law or regulation.</p> <p>(c) The admission agreement shall include an explanation of the resident's right to notice prior to an involuntary transfer, discharge, or eviction, the process by which the resident may appeal the decision and a description of the relocation assistance offered by the facility.</p> <p>(d) The admission agreement shall state the responsibilities of the licensee and the rights of the resident when a facility evicts residents pursuant to Section 1569.682.</p>	<p>H&S §1569.886(a) – (d)</p>
<p>H&S §1569.887 (a) The admission agreement shall be signed and dated, acknowledging the contents of the document, by the resident or the resident's representative.</p> <p>(b) The licensee shall retain in the resident's file the original signed and dated initial agreement and all subsequent modifications.</p> <p>(c) The licensee shall provide a copy of the signed and dated admission agreement to the resident or the resident's representative, if any.</p> <p>(d) The admission agreement shall be reviewed at the time of the compliance visit and in response to a complaint involving the admission agreement.</p>	<p>H&S §1569.887(a) – (d)</p>
<p>H&S §1569.889 (a) The personal rights form made available by the department's Community Care Licensing Division to residential care facilities for the elderly shall include a statement regarding procedures for reporting known or suspected elder and dependent adult abuse, including the toll-free telephone number of the State Long-Term Care Ombudsman's CRISISline and a blank space for the telephone number of the nearest approved organization for long-term care ombudsperson activities. A residential care facility for the elderly shall insert in the form's blank space the telephone number of the nearest approved organization for long-term care ombudsperson activities.</p>	<p>H&S §1569.889(a) & (b)</p>

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<p>(b) The department's Community Care Licensing Division shall adopt or amend any regulation and revise any document or policy as necessary to implement this section.</p>	
<p>T-22, §87464 (a) The services provided by the facility shall be conducted so as to continue and promote, to the extent possible, independence and self-direction for all persons accepted for care. Such persons shall be encouraged to participate as fully as their conditions permit in daily living activities both in the facility and in the community.</p> <p>(b) As used in this chapter, basic services are those services required to be provided in order to obtain and maintain a license.</p> <p>(c) The admission agreement shall specify which of the basic services are desired and/or needed by, and will be provided for, each resident.</p> <p>(d) A facility need not accept a particular resident for care. However, if a facility chooses to accept a particular resident for care, the facility shall be responsible for meeting the resident's needs as identified in the pre-admission appraisal specified in Section 87457, Pre-admission Appraisal and providing the other basic services specified below, either directly or through outside resources.</p> <p>(e) If the resident is an SSI/SSP recipient, then the basic services shall be provided and/or made available at the basic rate at no additional charge to the resident.</p> <p>(1) This shall not preclude the acceptance by the facility of voluntary contributions from relatives or others on behalf of an SSI/SSP recipient.</p> <p>(2) An extra charge to the resident shall be allowed for a private room if a double room is made available but the resident prefers a private room, provided the arrangement is documented in the admissions agreement and the charge is limited to 10% of the Board and Room portion of the SSI/SSP grant.</p> <p>(3) An extra charge to the resident shall be allowed for provision of special food services or products beyond that specified in (f)(2) below, when the resident wishes to purchase the services and agrees to the extra charge in the admission agreement.</p> <p>(f) Basic services shall at a minimum include:</p> <p>(1) Care and supervision as defined in Section 87101(c)(3) and Health and Safety Code section 1569.2(c).</p> <p>(2) Safe and healthful living accommodations and services, as specified in Section 87307, Personal Accommodations and Services.</p> <p>(3) Three nutritionally well-balanced meals and snacks made available daily, including low salt or other modified diets prescribed by a doctor as a medical necessity, as specified in Section 87555, General Food Service Requirements.</p> <p>(4) Personal assistance and care as needed by the resident and as indicated in the pre-admission appraisal, with those activities of daily living such as dressing, eating, bathing, and assistance with taking prescribed medications, as specified in Section 87608, Postural Supports.</p> <p>(5) Regular observation of the resident's physical and mental condition, as specified in Section 87466, Observation of the Resident.</p>	<p>T-22, §87464(a) – (f)</p>

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<p>(6) Arrangements to meet health needs, including arranging transportation, as specified in Section 87465, Incidental Medical and Dental Care Services.</p> <p>(7) A planned activities program which includes social and recreational activities appropriate to the interests and capabilities of the resident, as specified in Section 87219, Planned Activities.</p>	
<p>T-22, §87507 (a) The licensee shall complete an individual written admission agreement, as defined in Section 87101(a), with each resident or the resident's representative, if any.</p> <p>(1) The text of the admission agreement, including any attachments and modifications, shall be:</p> <p>(A) Printed in black type of not less than 12-point type size, on plain white paper. The print shall appear on one side of the paper only.</p> <p>(B) Written in clear, understandable, coherent, and unambiguous language, using words with common and everyday meanings, and shall be appropriately divided with each section appropriately titled.</p> <p>(b) The licensee shall complete and maintain in the resident's file a Telecommunications Device Notification form (LIC 9158, 11/04) for each resident whose pre-admission appraisal or medical assessment indicates he/she is deaf, hearing-impaired, or otherwise disabled in accordance with Public Utilities Code sections 2881(a) and (c).</p> <p>(c) Admission agreements shall be signed and dated, acknowledging the contents of the document, by the resident or the resident's representative, if any, and the licensee or the licensee's designated representative no later than seven days following admission. Attachments to the agreement may be utilized as long as they are also signed and dated as prescribed above.</p> <p>(d) The licensee shall retain in the resident's file the original signed and dated admission agreement and all subsequent signed and dated modifications. This does not apply to rate increases which have specific notification requirements as specified in Health and Safety Code section 1569.655.</p> <p>(e) The licensee shall provide a copy of the signed and dated current admission agreement, and all subsequent signed and dated modifications, to the resident or the resident's representative, if any, immediately upon signing the admission agreement or modification. The licensee shall provide additional copies to the resident or resident's representative upon request.</p> <p>(1) The licensee shall provide blank copies of the most current approved admission agreement, modifications and attachments immediately to the public upon request. The licensee may charge fees at cost for copying or mailing the admission agreement.</p> <p>(2) The licensee shall conspicuously post in a location accessible to public view in the facility a complete copy of the approved admission agreement, modifications and attachments, or notice of their availability from the facility.</p> <p>(f) The licensee shall comply with all applicable terms and conditions set forth in the admission agreement, including all modifications and attachments.</p> <p>(g) Admission agreements shall specify the following:</p> <p>(1) Basic services, as defined in Section 87101(b), to be made available.</p> <p>(2) Additional items and services which are available.</p>	<p>T-22, §87507(a) – (l)</p>

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(3) Payment provisions, including the following:

(A) Rate for all basic services which the facility is required to provide in order to obtain and maintain a license. Basic services rate(s), including:

1. A comprehensive description of any items and services provided under a single fee, such as monthly fee for room, board and other items and services shall be listed.
2. A comprehensive description of and the corresponding fee schedule for all basic services not included in the single fee shall be listed.
3. Exempt-income-allowance may be included if the resident agrees to such charge.

(B) Rate for additional items and services, including:

1. A comprehensive description of and the corresponding fee schedule for all additional items and services not included in the fees for basic services shall be listed.
2. A separate charge for an item or service may be assessed only if that charge is included in and authorized by the admission agreement.
3. A statement acknowledging any additional items and/or services that the resident refused to purchase at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, and attached to the admission agreement.
4. If the licensee offers additional items and/or services that were not available at the time the admission agreement was signed, a list of these services and charges shall be provided to the resident or the resident's representative.
5. A statement acknowledging the acceptance or refusal to purchase additional services that were not available at the time the admission agreement was signed, which shall be signed and dated by the resident or the resident's representative, if any, shall be attached to the admission agreement.
6. The use of third-party services within the facility shall be explained as they are related to the resident's service plan, including but not limited to, ancillary health, and medical services, how they may be arranged, accessed and monitored, any restrictions on third-party services, and who is financially responsible for the third-party services.

(C) Any fee that is charged prior to or after admission, shall be clearly specified.

1. If a licensee charges a preadmission fee, the licensee must provide the applicant or his or her representative with a written general statement describing all costs associated with the preadmission fee charges and stating that the preadmission fee is refundable, and describing conditions for the refund.
2. Only one preadmission fee, as defined in Section 87101(p), may be charged per resident admission.
3. A recipient under the State Supplementary Program for the Aged, Blind and Disabled Article 5 (commencing with Section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code shall not be required to pay any form of preadmission fee or deposit.
4. A licensee shall not require, request, or accept any funds from a resident or a resident's representative, if any, that constitutes a deposit against any possible damages by the resident.

(D) Payor of all items and services.

(E) Due Date.

(F) Funding source, provided that the resident may refuse to disclose such source.

(G) A comprehensive description of billing and payment procedures.

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- (H) A provision indicating that an itemized monthly statement that lists all separate charges incurred by the resident that are collected by the facility shall be provided to the resident or the resident's representative, if any.
- (4) Modification conditions, including the requirement for the provision of at least 60 days prior written notice to the resident of any rate or rate structure change, or as soon as the licensee is notified of SSI/SSP rate changes.
- (A) Admission agreements involving persons whose care is funded at government-prescribed rates may specify that operative dates of government modifications shall be considered operative dates for basic service rate modifications.
- (B) The conditions under which a licensee may increase or change rates shall be specified in the admission agreement, pursuant to Health and Safety Code sections 1569.655 and 1569.657.
- (5) Refund conditions.
- (A) Facility policy concerning refunds, including the conditions under which a refund for advanced monthly fees will be returned in the event of a resident's death, pursuant to Health and Safety Code section 1569.652.
1. Written notice, required pursuant to Health and Safety Code section 1569.652(d), must be made to the individual or entity contractually responsible for the payment of the resident's fees, if that individual or entity is not also the resident's responsible person or other individual or individuals as identified in the admission agreement.
- (B) When the Department orders relocation of a resident under the provisions of Section 87223, the resident shall not be held responsible for meeting any advance notice requirement imposed by the licensee in the admission agreement. The licensee shall refund any money to which the resident would have been entitled had notice been given as required by the admission agreement.
- (C) The licensee shall refund any prepaid monthly fees to a resident or the resident's representative, if any, as follows:
1. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license or the licensee abandons the facility.
 2. If there is a change of use of the facility pursuant to Section 87224(a)(5).
- (D) The refund of prepaid monthly fees for any condition listed in (C)1. and (C)2. above shall be given as specified below:
1. If the resident provides notice five days before the resident leaves the facility, the proportional daily amount of any prepaid monthly fee(s) shall be refunded at the time the resident leaves the facility and the unit is vacated.
 2. If the resident does not provide the above 5-day notice the licensee shall refund a proportional daily amount of any prepaid monthly fee(s) within seven days from the date that the resident leaves the facility and the unit is vacated.
- (E) Preadmission fees shall be refunded according to the following conditions:
1. A 100 percent refund of a preadmission fee shall be provided to an applicant or the applicant's representative if:
 - a. The applicant decides not to enter the facility prior to the facility completing a preadmission appraisal as defined in Section 87457.
 - b. The licensee fails to provide full written disclosure of preadmission fee charges and refund conditions.
 2. Unless Section 87507(g)(5)(E)1. applies, paid preadmission fees that are greater than five hundred dollars (\$500) shall be refunded to an applicant, resident, or the applicant/resident's representative in the following manner:
 - a. A refund of at least 80 percent of the preadmission fee in excess of \$500 shall be provided if the applicant does not enter the facility after a preadmission appraisal is conducted, or the resident leaves the facility for any reason during the first month of residency.

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- b. A refund of at least 60 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the second month of residency.
- c. A refund of at least 40 percent of the preadmission fee in excess of \$500 shall be provided if the resident leaves the facility for any reason during the third month of residency.
- d. If the resident has lived in the facility for four or more months, the licensee may, but is not required to, make a refund of the preadmission fee.

3. Notwithstanding Section 87507(g)(5)(E)1., paid preadmission fees greater than five hundred dollars (\$500) shall be refunded to a resident or the resident's representative as follows:

- a. If a licensee forfeits the license upon the sale or transfer of the facility resulting in the resident's transfer, as specified in Health and Safety Code section 1569.682(a), the licensee surrenders the license, the licensee abandons the facility, or if there is a change of use of the facility pursuant to Section 87224(a)(5):
 - i. A 100 percent refund shall be provided if preadmission fees in excess of \$500 were paid within six months of the eviction notice.
 - ii. A 75 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than six but not more than 12 months before the eviction notice.
 - iii. A 50 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 12 but not more than 18 months before the eviction notice.
 - iv. A 25 percent refund shall be provided if preadmission fees in excess of \$500 were paid more than 18 but less than 25 months before the eviction notice.
 - v. No preadmission refund is required if preadmission fees were paid 25 months or more before the eviction notice.
- b. If a resident transfers from the facility due to a notice of temporary suspension or revocation of a license, paid preadmission fees shall be refunded as specified in Health and Safety Code Section 1569.525(f).
- c. Refunds required by Section 87507(g)(5)(E)3. shall be paid within 15 days of issuing the notice. The resident may request that the licensee provide a credit towards the resident's monthly fees in lieu of the preadmission fee refund.

(6) The Department or licensing agency's authority to examine residents' records as a part of their evaluation of the facility.

(7) The facility's policy concerning family visits and other communication with residents, pursuant to Health and Safety Code section 1569.313.

(8) General facility policies that are for the purpose of making it possible for residents to live together.

(A) All facility policies shall be reasonable, and shall not violate any applicable rights, laws or regulations.

(B) Procedures for residents to suggest changes to facility policies shall be specified.

(9) Notification of the availability of the facility grievance procedure(s) to address and resolve resident complaints regarding facility practices.

(10) The requirements pertaining to the involuntary transfer or eviction of residents, including:

(A) The actions, circumstances, or conditions listed in Section 87224, Eviction Procedures, that may result in the resident's eviction from the facility. Except for general facility policies developed pursuant to Section 87224(a)(3), the eviction provisions shall not be modified.

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<p>(B) Only those grounds specified under state law or regulation that allow for an involuntary transfer or eviction of a resident. Grounds not specified under state law or regulation shall not be included.</p> <p>(C) The justification, worded exactly as shown in the applicable state law or regulation, that permits an eviction.</p> <p>(D) An explanation of the resident's right to notice prior to an involuntary transfer, discharge, or eviction as specified in Health and Safety Code sections 1569.682 and 1569.683.</p> <p>(E) The process by which the resident may file a complaint with the department regarding the eviction as specified in Health and Safety Code sections 1569.682(a)(2)(E) and 1569.683(a)(3).</p> <p>(F) The relocation assistance offered by the licensee.</p> <p>(G) The rights of the resident and the responsibilities of the licensee regarding closure plans, relocation evaluations and assistance, and providing notice when a licensee evicts residents as specified in Health and Safety Code sections 1569.682 and 1569.683.</p> <p>(11) Other conditions under which the agreement may be terminated.</p> <p>(12) A resident's right to contact the State Department of Social Services, the long-term care ombudsman, or both, regarding grievances against the facility.</p> <p>(h) The admission agreement shall not contain the following:</p> <ol style="list-style-type: none"> (1) Any provision that is prohibited from being included in the admission agreement. (2) Written or oral agreements to waive facility responsibility or liability for the health, safety or the personal property of residents, or the provision of safe and healthful facilities, equipment and accommodations. (3) Any provision that the facility knows or should know is deceptive or unlawful under applicable state or federal law. (4) Any provision that violates the rights of any residents including but not limited to those specified in Section 87468 and in Health and Safety Code section 1569 et seq. <p>(i) The admission agreement shall not require advance notice for its termination upon the death of the resident.</p> <p>(j) No licensee shall enter into any continuing care contract with any person without approval by the Department in accordance with Health and Safety Code, Chapter 10, Division 2.</p> <p>(k) The admission agreement shall be reviewed at the time of the compliance visit and in response to a complaint involving the admission agreement.</p> <p>(l) The licensee shall attach a copy of applicable resident's rights specified by law or regulation to all admission agreements, and shall include information on the reporting of suspected or known elder and dependent abuse, as set forth in Health and Safety Code Section 1569.889.</p>	
<p>H&S §1569.313 Each residential care facility for the elderly shall state, on its client information form or admission agreement, and on its patient's rights form, the facility's policy concerning family visits and other communication with resident clients and shall promptly post notice of its visiting policy at a location in the facility that is accessible to residents and families.</p>	<p>H&S §1569.313</p>

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The facility's policy concerning family visits and communication shall be designed to encourage regular family involvement with the resident client and shall provide ample opportunities for family participation in activities at the facility.	
<p>T-22, §87706 (a) In addition to the requirements in Section 87705, Care of Persons with Dementia, licensees who advertise, promote, or otherwise hold themselves out as providing special care, programming, and/or environments for residents with dementia or related disorders shall meet the following requirements:</p> <p>(3) The admission agreement, as specified in Section 87507(c), shall inform the resident or representative and the resident's responsible person, if any, or the conservator, that the facility features, as specified in Section 87706(a)(2), are described in the facility's plan of operation and that the plan of operation is available for review upon request.</p>	T-22, §87706(a)(3)
<p>H&S §1569.651 (d) Any fee charged by a licensee of a residential care facility for the elderly, whether prior to or after admission, shall be clearly specified in the admission agreement.</p> <p>(e) For the purposes of this section, "preadmission fee" means an application fee, processing fee, admission fee, entrance fee, community fee, or other fee, however designated, that is requested or accepted by a licensee of a residential care facility for the elderly prior to admission.</p>	H&S §1569.651(d) & (e)
H&S §1569.269 (a)(14) To receive in the admission agreement a comprehensive description of the method for evaluating residents' service needs and the fee schedule for the items and services provided, and to receive written notice of any rate increases pursuant to Sections 1569.655 and 1569.884.	H&S §1569.269(a)(14)
<p>H&S §1569.159 The State Department of Social Services shall provide to residential care facilities for the elderly a form, which the residential care facility for the elderly shall attach to each resident admission agreement, notifying the resident that he or she is entitled to obtain services and equipment from the telephone company. The form shall include the following information:</p> <p>"Any hearing or speech impaired, or otherwise disabled resident of any residential care facility for the elderly is entitled to equipment and service by the telephone company, pursuant to Section 2881 of the Public Utilities Code, to improve the quality of their telecommunications. Any resident who has a declaration from a licensed professional, or a state or federal agency pursuant to Section 2881 of the Public Utilities Code, that he or she is hearing or speech impaired, or otherwise disabled should contact the local telephone company and ask for assistance in obtaining this equipment and service."</p> <p>This section shall not be construed to require, in any way, the licensee to provide a separate telephone line for any resident.</p>	H&S §1569.159
<p>T-22, §87506 (b) Each [resident] record shall contain at least the following information:</p> <p>(13) The admission agreement and pre-admission appraisal, specified in Sections 87507, Admission Agreements and 87457, Pre-admission Appraisal.</p>	T-22, §87506(b)(13)
<p>T-22, §87555 (b) The following food service requirements shall apply:</p> <p>(2) Where meal service within a facility is elective, arrangements shall be made to assure availability of an adequate daily food intake for all residents who, in their admission agreement, elected meal service. If a resident's condition changes so that he is no longer able to cook or purchase his own meals, the admission agreement shall be modified and the resident provided full meal service.</p>	T-22 §87555(b)(2)

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Register of Residents	
<p>T-22, §87508 (a) The licensee shall ensure that a current register of all residents in the facility is maintained and contains the following updated information:</p> <ul style="list-style-type: none"> (1) The resident's name and ambulatory status as specified in Section 87506(b)(1) and (b)(10). (2) Information on the resident's attending physician as specified in Section 87506(b)(7). (3) Information on the resident's responsible person as specified in Section 87506(b)(6). <p>(b) Registers of residents shall be available to the licensing agency to inspect, audit, and copy upon demand during normal business hours. Registers may be removed if necessary for copying. Removal of registers shall be subject to the following requirements:</p> <ul style="list-style-type: none"> (1) Licensing representatives shall not remove current registers unless the same information is otherwise readily available in another document or format. (2) Prior to removing any registers, a licensing representative shall prepare a list of the registers to be removed, sign and date the list upon removal of the records, and leave a copy of the list with the administrator or designee. (3) Licensing representatives shall return the registers undamaged and in good order within three business days following the date the records were removed. <p>(c) The register of current residents shall be kept in a central location at the facility.</p> <p>(1) The register shall be treated as confidential information pursuant to Section 87506(c).</p>	T-22, §87508
Pre-appraisals and Reappraisals	
<p>T-22, §87456 (a) Prior to accepting a resident for care and in order to evaluate his/her suitability, the facility shall, as specified in this article 8:</p> <ul style="list-style-type: none"> (1) Conduct an interview with the applicant and his responsible person. (2) Perform a pre-admission appraisal. (3) Obtain and evaluate a recent medical assessment. (4) Execute the admissions agreement. 	T-22, §87456
<p>T-22, §87457 (a) Prior to admission, the prospective resident and his/her responsible person, if any, shall be interviewed by the licensee or the employee responsible for facility admissions.</p> <ul style="list-style-type: none"> (1) Sufficient information about the facility and its services shall be provided to enable all persons involved in the placement to make an informed decision regarding admission. (2) The prospective resident's desires regarding admission, and his/her background, including any specific service needs, medical background and functional limitations shall be discussed. <p>(b) No person shall be admitted without his/her consent and agreement, or that of his/her responsible person, if any.</p> <p>(c) Prior to admission a determination of the prospective resident's suitability for admission shall be completed and shall include an appraisal of his/her individual service needs in comparison with the admission criteria specified in Section 87455, Acceptance and Retention Limitations.</p>	T-22, §87457

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<p>(1) The appraisal shall include, at a minimum, an evaluation of the prospective resident's functional capabilities, mental condition and an evaluation of social factors as specified in Sections 87459, Functional Capabilities and 87462, Social Factors.</p> <p>(A) The licensee shall be permitted to use the form LIC 603 (Rev. 6/87), Preplacement Appraisal Information, to document the appraisal.</p> <p>(2) Except as provided in Section 87638(g)(3), if an initial appraisal or any reappraisal identifies an individual resident service need which is not being met by the general program of facility services, advice shall then be obtained from a physician, social worker, or other appropriate consultant to determine if the needs can be met by the facility. If so, the licensee and the consultant shall develop a plan of action which shall include:</p> <p>(A) Objectives, within a time frame, which relate to the resident's problems and/or unmet needs.</p> <p>(B) Plans for meeting the objectives.</p> <p>(C) Identification of any individuals or agencies responsible for implementing each part of the plan.</p> <p>(D) Method of evaluating progress.</p> <p>(3) The prospective resident, or his/her responsible person, if any, shall be involved in the development of the appraisal.</p> <p>(4) If a needs assessment has already been completed by a placement agency or consultant, this shall be obtained and included in the facilities appraisal.</p>	
<p>T-22, §87458 (a) Prior to a person's acceptance as a resident, the licensee shall obtain and keep on file, documentation of a medical assessment, signed by a physician, made within the last year. The licensee shall be permitted to use the form LIC 602 (Rev. 9/89), Physician's Report, to obtain the medical assessment.</p> <p>(b) The medical assessment shall include, but not be limited to:</p> <p>(1) A physical examination of the resident indicating the physician's primary diagnosis and secondary diagnosis, if any and results of an examination for communicable tuberculosis, other contagious/infectious or contagious diseases or other medical conditions which would preclude care of the person by the facility.</p> <p>(2) Documentation of prior medical services and history and current medical status including, but not limited to height, weight, and blood pressure.</p> <p>(3) A record of current prescribed medications, and an indication of whether the medication should be centrally stored, pursuant to Section 87465(h)(1).</p> <p>(4) Identification of physical limitations of the person to determine his/her capability to participate in the programs provided by the licensee, including any medically necessary diet limitations.</p> <p>(5) The determination whether the person is ambulatory or nonambulatory as defined in Section 87101(a) or (n), or bedridden as defined in Section 87455(d). The assessment shall indicate whether nonambulatory status is based upon the resident's physical condition, mental condition or both.</p> <p>(6) Information applicable to the pre-admission appraisal specified in Section 87457, Pre-admission Appraisal.</p> <p>(c) The licensee shall obtain an updated medical assessment when required by the Department.</p>	<p>T-22, §87458</p>
<p>T-22, §87459 (a) The facility shall assess the person's need for personal assistance and care by determining his/her ability to perform specified activities of daily living. Such activities shall include, but not be limited to:</p> <p>(1) Bathing, including need for assistance:</p>	<p>T-22, §87459</p>

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<p>(A) In getting in and out of the bath. (B) In bathing one or more parts of the body. (C) Through use of grab bars.</p> <p>(2) Dressing and grooming, including the need for partial or complete assistance.</p> <p>(3) Toileting, including the need for: (A) Assistance equipment. (B) Assistance of another person.</p> <p>(4) Transferring, including the need for assistance in moving in and out of a bed or chair.</p> <p>(5) Continence, including: (A) Bowel and bladder control. (B) Whether assistive devices such as a catheter are used.</p> <p>(6) Eating, including the need for: (A) Adaptive devices. (B) Assistance from another person.</p> <p>(7) Physical condition, including: (A) Vision. (B) Hearing. (C) Speech. (D) Walking with or without equipment or other assistance. (E) Dietary limitations. (F) Medical history and problems. (G) Need for prescribed medications.</p>	
<p>T-22, §87461 (a) The licensee shall determine the amount of supervision necessary by assessing the mental status of the prospective resident to determine if the individual:</p> <p>(1) tends to wander; (2) is confused or forgetful; (3) is capable of managing his/her own cash resources; (4) actively participates in social activities or is withdrawn; (5) has a documented history of behaviors which may result in harm to self or others.</p>	<p>T-22, §87461</p>
<p>T-22, §87462 The facility shall obtain sufficient information about each person's likes and dislikes and interests and activities, to determine if the living arrangements in the facility will be satisfactory, and to suggest the program of activities in which the individual may wish to participate.</p>	<p>T-22, §87462</p>
<p>T-22, §87463 (a) The pre-admission appraisal shall be updated, in writing as frequently as necessary to note significant changes and to keep the appraisal accurate. The reappraisals shall document changes in the resident's physical, medical, mental, and social condition. Significant changes shall include but not be limited to:</p> <p>(1) A physical trauma such as a heart attack or stroke. (2) A mental/social trauma such as the loss of a loved one.</p>	<p>T-22, §87463</p>

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<p>(3) Any illness, injury, trauma, or change in the health care needs of the resident that results in a circumstance or condition specified in Sections 87455(c) or 87615, Prohibited Health Conditions.</p> <p>(b) The licensee shall immediately bring any such changes to the attention of the resident's physician and his family or responsible person.</p> <p>(c) The licensee shall arrange a meeting with the resident, the resident's representative, if any, appropriate facility staff, and a representative of the resident's home health agency, if any, when there is significant change in the resident's condition, or once every 12 months, whichever occurs first, as specified in Section 87467, Resident Participation in Decision Making.</p>	
<p>T-22, §87505 Each facility shall document in writing the findings of the pre-admission appraisal and any reappraisal or assessment which was necessary in accordance with Sections 87457, Pre-Admission Appraisal, and 87463, Reappraisals. If supporting documentation from a physician is required, this input shall also be obtained and may be the same assessment as required in Section 87458, Medical Assessment.</p>	<p>T-22, §87505</p>
<p>T-22, §87466 The licensee shall ensure that residents are regularly observed for changes in physical, mental, emotional and social functioning and that appropriate assistance is provided when such observation reveals unmet needs. When changes such as unusual weight gains or losses or deterioration of mental ability or a physical health condition are observed, the licensee shall ensure that such changes are documented and brought to the attention of the resident's physician and the resident's responsible person, if any.</p>	<p>T-22, §87466</p>
<p>Resident Participation in Decision-Making</p>	
<p>T-22, §87467 (a) Prior to, or within two weeks of the resident's admission, the licensee shall arrange a meeting with the resident, the resident's representative, if any, appropriate facility staff, and a representative of the resident's home health agency, if any, and any other appropriate parties, to prepare a written record of the care the resident will receive in the facility, and the resident's preferences regarding the services provided at the facility.</p> <p>(1) At a minimum the written record shall include the date of the meeting, name of individuals who participated and their relationship to the resident, and the agreed-upon services to be provided to the resident.</p> <p>(2) If the resident has a regular physician, the licensee shall send a copy of the record to the physician.</p> <p>(3) The licensee shall arrange a meeting with the resident and appropriate individuals identified in Section 87467(a)(1) to review and revise the written record as specified, when there is a significant change in the resident's condition, or once every 12 months, whichever occurs first. Significant changes shall include, but not be limited to occurrences specified in Section 87463, Reappraisals.</p> <p>(4) The meeting and documentation described in this section may be used to satisfy the reappraisal requirements of Section 87463, Reappraisals.</p>	<p>T-22, §87467(a)(1) – (4)</p>
<p>Personal Rights</p>	
<p>T-22, §87468</p> <p>(b) At admission, a resident and the resident's responsible person or conservator shall be personally advised of and given a list of these rights. The licensee shall have each resident and the resident's responsible person or conservator sign a copy of these rights, and the signed copy shall be included in the resident's record.</p>	<p>T-22, §87468</p>

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Residents with a Diagnosis of Dementia	
T-22, §87705 (a) This section applies to licensees who accept or retain residents diagnosed by a physician to have dementia. Mild cognitive impairment, as defined in Section 87101(m), is not considered to be dementia.	T-22, §87705(a)
T-22, §87705 (c) Licensees who accept and retain residents with dementia shall be responsible for ensuring the following: (5) Each resident with dementia shall have an annual medical assessment as specified in Section 87458, Medical Assessment, and a reappraisal done at least annually, both of which shall include a reassessment of the resident's dementia care needs. (A) When any medical assessment, appraisal, or observation indicates that the resident's dementia care needs have changed, corresponding changes shall be made in the care and supervision provided to that resident. (6) Appraisals are conducted on an ongoing basis pursuant to Section 87463, Reappraisals.	T-22, §87705(c)(5)(A) & (6)
T-22, §87705 g) As required by Section 87468(a)(12), residents with dementia shall be allowed to keep personal grooming and hygiene items in their own possession, unless there is evidence to substantiate that the resident cannot safely manage the items. (1) Evidence means documentation from the resident's physician that the resident is at risk if allowed direct access to personal grooming and hygiene items.	T-22, §87705(g)(1)
T-22, §87705 (l) The following initial and continuing requirements shall be met for the licensee to lock exterior doors or perimeter fence gates: (4) The licensee shall maintain either of the following documents in the resident's record at the facility: (A) The conservator's written consent for admission for each resident who has been conserved under the Probate Code or the Lanterman-Petris-Short Act; or (B) A written statement signed by each non-conserved resident that states the resident understands that the facility has exterior door locks or perimeter fence gate locks and that the resident voluntarily consents to admission.	T-22, §87705(l)(4)(A) & (B)
T-22, §87707 (b) Licensees who will discontinue advertising, promoting, or otherwise holding themselves out as providing special care, programming, and/or environments for residents with dementia or related disorders shall: (3) On the date specified in the notification, remove all written references that indicate that the licensee provides dementia special care, programming, and/or environments from all promotional material, advertisements, and/or printed material, including admission agreements and the plan of operation.	T-22, §87707(b)
Postural Supports	
T-22, §87608 (a) Based on the individual's preadmission appraisal, and subsequent changes to that appraisal, the facility shall provide assistance and care for the resident in those activities of daily living which the resident is unable to do for himself/herself. Postural supports may be used under the following conditions. (3) A written order from a physician indicating the need for the postural support shall be maintained in the resident's record. The licensing agency shall be authorized to require other additional documentation if needed to verify the order.	T-22, §87608(a)(3)
Bedridden Residents	
T-22, §87606 (f) To accept or retain a bedridden person, a facility shall ensure the following:	T-22, §87606

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<p>(2) Each bedridden resident's record includes sufficient documentation to demonstrate that the facility is meeting the needs of the individual resident as specified in Section 87506.</p> <p>(4) The facility's Register of Residents shall include:</p> <ul style="list-style-type: none"> (A) compliance with Section 87508, (B) information related to resident room locator, (C) register of residents be made available, upon request, to emergency personnel, and (D) facility staff have knowledge of the location of the register of residents at all times. 	
Allowable Health Conditions	
<p>T-22, §87611(b) The licensee shall complete and maintain a current, written record of care for each resident that includes, but is not limited to, the following:</p> <ul style="list-style-type: none"> (1) Documentation from the physician of the following: <ul style="list-style-type: none"> (A) Stability of the medical condition(s); (B) Medical condition(s) which require incidental medical services; (C) Method of intervention; (D) Resident's ability to perform the procedure; and (E) An appropriately skilled professional shall be identified who will perform the procedure if the resident needs assistance. (2) The names, address and telephone number of vendors, if any, and all appropriately skilled professionals providing services. (3) Emergency contacts. 	T-22, §87611
Advanced Directives and Requests Regarding Resuscitative Measures	
<p>T-22, §87469 (a) Upon admission, a facility shall provide each resident, and representative or responsible person of each resident, with written information about the right to make decisions concerning medical care. This information shall include, but not be limited to, the Department's approved brochure entitled "Your Right To Make Decisions About Medical Treatment," PUB 325, (3/12) and a copy of Sections 87469(b), (c) and (d) of the regulations.</p> <p>(b) Residents shall be permitted to have a Request to Forego Resuscitative Measures, an Advance Health Care Directive and/or a Do-Not-Resuscitate (DNR) Form in their facility file.</p>	T-22, §87469(a)&(b)
Resident Records Training	
<p>H&S §1569.625 (d) This section shall not apply to certified nurse assistants, certified pursuant to Article 9 (commencing with Section 1337) of Chapter 2, licensed vocational nurses, licensed pursuant to Chapter 6.5 (commencing with Section 2840) of Division 2 of the Business and Professions Code, and registered nurses, licensed pursuant to Chapter 6 (commencing with Section 2700) of Division 2 of the Business and Professions Code, except both of the following shall apply:</p> <ul style="list-style-type: none"> (1) A licensed or certified health professional with valid certification shall receive eight hours of training on resident characteristics, resident records, and facility practices and procedures prior to providing direct care to residents. 	H&S §1569.625(d)(1)
APS Emergency Placements	
<p>T-22, §87222(g) Prior to acceptance of an APS emergency placement, the licensee shall obtain and keep on file the following information received from the APS worker:</p>	T-22, §87222(g), (h), & (i)

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<p>(1) Resident's name.</p> <p>(2) Resident's ambulatory status.</p> <p>(3) Name(s) and telephone number(s) of the resident's physician(s).</p> <p>(4) Name(s), business address(es), and telephone number(s) of the APS worker responsible for the resident's placement and the APS case worker, if known.</p> <p>(5) Name, address, and telephone number of any person responsible for the care of the resident, if available.</p> <p>(h) Within seven calendar days of an APS emergency placement, the licensee shall obtain other resident information specified in Section 87506, Resident Records.</p> <p>(1) The resident must have a tuberculosis test [Section 87458(b)(1)] by the seventh day of placement even though the test results may not be available by the seventh day of placement.</p> <p>(i) The licensee shall contact the resident's attending physician or the person authorized to act for the physician to identify all of the resident's prescribed medications and usage instructions [Section 87458(b)(3)] by the next working day, but no later than 72 hours from the initial APS emergency placement.</p> <p>(1) The attending physician or the person acting for the physician shall have access to the resident's records to determine whether the full medication regimen is accounted for and accurate.</p> <p>(2) If medication verification, as specified in Section 87222(i), has not been obtained within 72 hours from the resident's initial placement, the licensee shall contact the APS worker to request that the resident be relocated, as specified in Section 87222(j).</p>	
Incidental Medical Services Provided by a Home Health Agency - Sharing Resident Information	
<p>H&S §1569.725 (a) A residential care facility for the elderly may permit incidental medical services to be provided through a home health agency, licensed pursuant to Chapter 8 (commencing with Section 1725), when all of the following conditions are met:</p> <p>(1) The facility, in the judgment of the department, has the ability to provide the supporting care and supervision appropriate to meet the needs of the resident receiving care from a home health agency.</p> <p>(2) The home health agency has been advised of the regulations pertaining to residential care facilities for the elderly and the requirements related to incidental medical services being provided in the facility.</p> <p>(3) There is evidence of an agreed-upon protocol between the home health agency and the residential care facility for the elderly. The protocol shall address areas of responsibility of the home health agency and the facility and the need for communication and the sharing of resident information related to the home health care plan. Resident information may be shared between the home health agency and the residential care facility for the elderly relative to the resident's medical condition and the care and treatment provided to the resident by the home health agency including, but not limited to, medical information, as defined by the Confidentiality of Medical Information Act, Part 2.6 (commencing with Section 56) of Division 1 of the Civil Code.</p> <p>(4) There is ongoing communication between the home health agency and the residential care facility for the elderly about the services provided to the resident by the home health agency and the frequency and duration of care to be provided.</p>	<p>H&S §1569.725</p>
Residents with Terminal Illness	

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<p>T-22, §87633 (a) The licensee shall be permitted to accept or retain residents who have been diagnosed as terminally ill by his or her physician and surgeon and who may or may not have restrictive and/or prohibited health conditions, to reside in the facility and receive hospice services from a hospice agency in the facility, when all of the following conditions are met:</p> <ul style="list-style-type: none"> (1) The licensee has received a hospice care waiver from the department. (4) A written hospice care plan which specifies the care, services, and necessary medical intervention related to the terminal illness as necessary to supplement the care and supervision provided by the facility is developed for each terminally ill resident or prospective resident by that resident's hospice agency and agreed to by the licensee and the resident, or prospective resident, or the resident's or prospective resident's Health Care Surrogate Decision Maker, if any, prior to the initiation of hospice services in the facility for that resident, and all hospice care plans are fully implemented by the licensee and by the hospice(s). <p>(b) A current and complete hospice care plan shall be maintained in the facility for each hospice resident and include the following:</p> <ul style="list-style-type: none"> (1) The name, office address, business telephone number, and 24-hour emergency telephone number of the hospice agency and the resident's physician. (2) A description of the services to be provided in the facility by the hospice agency, including but not limited to the type and frequency of services to be provided. (3) Designation of the resident's primary contact person at the hospice agency, and resident's primary and alternate care giver at the facility. (4) A description of the licensee's area of responsibility for implementing the plan including, but not limited to, facility staff duties; record keeping; and communication with the hospice agency, resident's physician, and the resident's responsible person(s), if any. This description shall include the type and frequency of the tasks to be performed by the facility. <ul style="list-style-type: none"> (A) The plan shall specify all procedures to be implemented by the licensee regarding the storage and handling of medications or other substances, and the maintenance and use of medical supplies, equipment, or appliances. (B) The plan shall specify, by name or job function, the licensed health care professional on the hospice agency staff who will control and supervise the storage and administration of all controlled drugs (Schedule II-V) for the hospice client. Facility staff can assist hospice residents with self-medications without hospice personnel being present. (C) The plan shall neither require nor recommend that the licensee or any facility personnel other than a physician or appropriately skilled professional implement any health care procedure which may legally be provided only be a physician or appropriately skilled professional. (5) A description of all hospice services to be provided or arranged in the facility by persons other than the licensee, facility personnel, or the hospice agency including, but not limited to, clergy and the resident's family members and friends. (6) Identification of the training needed, which staff members need this training, and who will provide the training relating to the licensee's responsibilities for implementation of the hospice care plan. <ul style="list-style-type: none"> (A) The training shall include but not be limited to typical needs of hospice patients, such as turning and incontinence care to prevent skin breakdown, hydration, and infection control. (B) The hospice agency will provide training specific to the current and ongoing needs of the individual resident receiving hospice care and that training must be completed before hospice care to the resident begins. 	<p>T-22, §87633(a)(1), (a)(4), (b), (d), (h)</p>
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<p>(7) Any other information deemed necessary by the Department to ensure that the terminally ill resident's needs for health care, personal care, and supervision are met.</p> <p>(d) The licensee shall ensure that the hospice care plan is current, accurately matches the services actually being provided, and that the client's care needs are being met at all times.</p> <p>(h) For each terminally ill resident receiving hospice services in the facility, the licensee shall maintain the following in the resident's record:</p> <ul style="list-style-type: none"> (1) A written request for acceptance or admittance to or retention in the facility while receiving hospice services, along with any advance directive and/or request regarding resuscitative measures form executed by the resident or (in certain instances) the resident's Health Care Surrogate Decision Maker. (2) The name, address, telephone number, and 24-hour emergency telephone number of the hospice agency and the resident's Health Care Surrogate Decision Maker, if any, in a manner that is readily available to the resident, the licensee, and facility staff. (3) A copy of the written certification statement of the resident's terminal illness from the medical director of the hospice or the physician member of the hospice interdisciplinary group and the individual's attending physician, if the individual has an attending physician. (4) A copy of the resident's current hospice care plan approved by the licensee, the hospice agency, and the resident, or the resident's Health Care Surrogate Decision Maker if the resident is incapacitated. (5) A statement signed by the resident's roommate, if any, or any resident who will share a room with a person who is terminally ill to be accepted or retained as a resident, indicating his or her acknowledgment that the resident intends to receive hospice care in the facility for the remainder of the resident's life, and the roommate's voluntary agreement to grant access to the shared living space to hospice caregivers, and the resident's support network of family members, friends, clergy, and others. <ul style="list-style-type: none"> (A) If the roommate withdraws the agreement verbally or in writing, the licensee shall make alternative arrangements which fully meet the needs of the hospice resident. 	
<p>Safeguards for Resident Cash, Personal Property and Valuables</p> <p>H&S 1569.153 A theft and loss program shall be implemented by the residential care facilities for the elderly within 90 days after January 1, 1989. The program shall include all of the following:</p> <p>(d) A written resident personal property inventory is established upon admission and retained during the resident's stay in the residential care facility for the elderly. Inventories shall be written in ink, witnessed by the facility and the resident or resident's representative, and dated. A copy of the written inventory shall be provided to the resident or the person acting on the resident's behalf. All additions to an inventory shall be made in ink, and shall be witnessed by the facility and the resident or resident's representative, and dated. Subsequent items brought into or removed from the facility shall be added to or deleted from the personal property inventory by the facility at the written request of the resident, the resident's family, a responsible party, or a person acting on behalf of a resident. The facility shall not be liable for items which have not been requested to be included in the inventory or for items which have been deleted from the inventory. A copy of a current inventory shall be made available upon request to the resident, responsible party, or other authorized representative. The resident, resident's family, or a responsible party</p>	

H&S §1569.153(d)-(f), &(I)

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<p>may list those items which are not subject to addition or deletion from the inventory, such as personal clothing or laundry, which are subject to frequent removal from the facility.</p> <p>(e) Inventory and surrender of the resident's personal effects and valuables upon discharge to the resident or authorized representative in exchange for a signed receipt.</p> <p>(f) Inventory and surrender of personal effects and valuables following the death of a resident to the authorized representative in exchange for a signed receipt. Immediate written notice to the public administrator of the county upon the death of a resident whose heirs are unable or unwilling to claim the property as specified in Chapter 20 (commencing with Section 1140) of Division 3 of the Probate Code.</p> <p>(l) Notification to all current residents and all new residents, upon admission, of the facility's policies and procedures relating to the facility's theft and loss prevention program.</p>	
<p>T-22, §87217 (a) A licensee shall not be required to handle residents' cash resources. However, if a resident incapable of handling his own cash resources, as documented by the initial or subsequent appraisal, is accepted for care, his cash resource shall be safeguarded in accordance with the regulations in this section.</p> <p>(b) Every facility shall take appropriate measures to safeguard residents' cash resources, personal property and valuables which have been entrusted to the licensee or facility staff. The licensee shall give the residents receipts for all such articles or cash resources.</p> <p>(c) Every facility shall account for any cash resources entrusted to the care or control of the licensee or facility staff.</p> <p>(1) Cash resources include but are not limited to monetary gifts, tax credits and/or refunds, earnings from employment or workshops, and personal and incidental need allowances from funding sources such as SSI-SSP.</p> <p>(g) Each licensee shall maintain adequate safeguards and accurate records of cash resources and valuables entrusted to his care, including, but not limited to the following:</p> <p>(1) Records of residents' cash resources maintained as a drawing account shall include a ledger accounting (columns for income, disbursements and balance) for each resident, and supporting receipts filed in chronological order. Each accounting shall be kept current.</p> <p>(A) An acceptable receipt where cash is provided to residents from their respective accounts, includes: the resident's signature or mark, or responsible party's full signature, and a statement acknowledging receipt of the amount and date received. An acceptable form of receipt would include:</p> <p>"(full signature of resident) accepts (dollar amount) (amount written in cursive), this date (date), from (payor)."</p> <p>(B) An acceptable receipt where purchases are made for the resident, from his account, is the store receipt.</p>	<p>T-22, §87217(a) – (c), (g)-(j), &(m)</p>

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<p>(2) Records of residents' cash resources and other valuables entrusted to the licensee for safekeeping shall include a copy of the receipt furnished to the resident as specified in (b) above or to his responsible person. The receipt provided to the resident for money or valuables entrusted to the licensee shall be original and include the resident's and/or his responsible person's signature.</p> <p>(3) Bank records for transactions of cash resources deposited in and drawn from the account as specified in (h) below.</p> <p>(h) Immediately upon admission, residents' cash resources entrusted to the licensee and not kept in the licensed facility shall be deposited in any type of bank, savings and loan or credit union account, which is maintained separate from the personal or business accounts of the licensee, provided that the account title clearly notes that it is residents' money and the resident has access to the money upon demand to the licensee.</p> <p>(1) Such accounts shall be maintained in a local bank, savings and loan or credit union authorized to do business in California, the deposits of which are insured by a branch of the Federal Government; except, however, that a local public agency may deposit such funds with the public treasurer.</p> <p>(2) Cash resources entrusted to the licensee for residents and kept on the facility premises shall be kept in a locked and secure location.</p> <p>(i) Upon discharge of a resident, all cash resources, personal property and valuables of that resident which have been entrusted to the licensee shall be surrendered to the resident, or his responsible person. A signed receipt shall be obtained.</p> <p>(j) Upon the death of a resident, all cash resources, personal property, and valuables of that resident shall immediately be safeguarded.</p> <p>(1) All cash resources shall be placed in an account as specified in (g) above.</p> <p>(2) The executor or the administrator of the estate shall be notified by the licensee, and the cash resources, personal property, and valuables surrendered to said party.</p> <p>(3) If no executor or administrator has been appointed, the responsible person shall be notified, and the cash resources, personal property, and valuables shall be surrendered to said person in exchange for a signed itemized receipt.</p> <p>(4) If the licensee is unable to notify a responsible party as specified above, immediate written notice of the resident's death shall be given to the public administrator of the county as provided by Section 7600.5 of the California Probate Code.</p> <p>(m) All monetary gifts, and any gift exceeding an estimated value of \$100, which are given to a licensee by or on behalf of a resident shall be recorded. The record shall be attached to the account specified in (f) above. This shall not include monetary gifts or valuables given by the friends or relatives of a deceased resident.</p>	
<p>T-22, §87218 (a) The licensee shall ensure an adequate theft and loss program as specified in Health and Safety Code Section 1569.153.</p> <p>(1) The initial personal property inventory shall be completed by the licensee and the resident or the resident's representative.</p> <p>(2) A licensee who fails to make reasonable efforts to safeguard resident property, shall reimburse a resident for or replace stolen or lost resident property at its current value. The licensee shall be presumed to have made reasonable efforts to</p>	<p>T-22, §87218</p>

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<p>safeguard resident property if there is clear and convincing evidence of efforts to meet each requirement specified in Section 1569.153.</p> <p>(A) A civil penalty shall be levied if the licensee or facility staff have not implemented a theft and loss program, or if the licensee has not shown clear and convincing evidence of its efforts to meet all of the requirements set forth in Section 1569.153.</p> <p>(3) The facility contract of admission, including all documents a resident or his or her representative must sign as a condition of admission, shall not require or suggest a lesser standard of responsibility for the personal property of residents than the law requires.</p>	
<p>Average Monthly Rate Increases Disclosure</p>	
<p>H&S §1569.658 (a) On or before January 31 of each year, the licensee of a licensed residential care facility for the elderly shall prepare a document disclosing its average monthly rate increases, inclusive of rates for living units and service fees, for each of the previous 3 years. For purposes of this section, “service fees” do not include fees for optional services or services provided by a third party. The licensee shall disclose the average amount of the increase, as well as the average percentage of increase. Newly licensed facilities without three years of resident rate increase history shall disclose the average increase for the years during which the facility has been serving residents. This section does not apply to newly licensed facilities with no current residents.</p> <p>(b) The licensee shall provide a written copy of the disclosure required by this section to every resident or resident’s representative, upon signing an admission agreement to receive residential or other services from the facility. The resident or resident’s representative shall sign a confirmation of receipt of the disclosure, which shall be maintained by the facility in the resident’s file.</p> <p>(c) The licensee shall provide a copy of the most recent disclosure required by this section to any prospective resident, or his or her representative.</p> <p>(d) This section shall not apply to a licensee of a residential care facility for the elderly that has obtained a certificate of authority to offer a continuing care contract, as defined in paragraph (5) of subdivision (c) of Section 1771.</p>	<p>H&S §1569.658(a) – (d)</p>

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